

# **EXHIBIT 1**



The use of the system for such personal efforts must occur outside of business hours, and any files created are to be deleted at the end of the project. Moreover, the Company has the right to purge files on its computer at any time without notice. Also, because of the normal heavy load on the system, these outside projects will not receive priority over late evening operational requirements, system maintenance, or file back-up.

### **SECTION III. EMPLOYEE BENEFITS**

The Company provides a well-balanced program of benefits designed to meet the needs of our employees. These benefits will be reviewed periodically to assure the same are in line with industry standards. The information contained in the Benefit Packet regarding employee benefits is not a contract to provide benefits to any employee. You should thoroughly review the Summary Plan Description (SPD) or the actual plan document which is the legal document governing the plan and your rights under these plans.

Questions concerning benefits and/or insurance claim information should be directed to Human Resources. The terms of the benefit plans described are subject to change at any time by the insurer(s) or the company.

**Please refer to Human Resources regarding your local Benefit packet details.**

#### **A. Severance Pay**

The Company does not have a severance pay policy and no employee is entitled to severance pay upon the termination of his/her employment. The Company may decide, in its discretion, to pay severance pay in some situations, however, a decision to pay severance to certain employees upon termination does not create any right to severance by any other employee. In those situations in which the Company elects to pay severance, the affected employee will be required to sign a release agreement as a condition to receiving such payments.

### **SECTION IV. DISPUTE RESOLUTION**

As a condition of employment, continued employment and the mutual agreement to arbitrate any disputes arising out of or related to employment with Higher Power Electrical LLC (and its parent, subsidiary or affiliated entities of companies) ("Company"), The Company and employee agree to arbitrate any and all disputes arising between the Company and employee arising out of or related



in any way to employee's employment or termination of employment with the Company. Notwithstanding anything to the contrary contained in this Section IV and its Acknowledgement of Employee Handbook Receipt and Agreement, neither party is precluded from seeking a Temporary Restraining Order, Temporary Injunction or Permanent Injunction in a court of competent jurisdiction to enjoin the breach or threatened breach of any restrictive covenant such as non-competition, non-solicitation or nondisclosure provision to which employee is a signatory.

Arbitration required by this policy shall be governed by the Federal Arbitration Act and conducted pursuant to the American Arbitration Association's Rules of Resolution of Employment Disputes (hereinafter "Rules") then in effect that are not inconsistent with this Section IV and its Acknowledgement of Employee Handbook Receipt and Agreement, with the exception that the arbitrator shall not have the right to conduct any arbitration on a class, collective or representative basis. All arbitrations shall be conducted as individual claims and each resolved in a single arbitration between the employee and the Company. The Company and employee intend that all disputes shall be resolved by an arbitrator selected by the Company and the employee to arbitrate their individual disputes and no other, even identical, disputes with a third-party or other current or former employee of the Company. The arbitration shall be conducted by a single arbitrator selected by agreement of the Company and employee or consistently with the Rules and shall be conducted in the city where the employee performed services for the Company unless the employee and the Company agree otherwise.

Prior to submitting this dispute to arbitration, the parties shall refer their dispute to a certified mediator selected by the parties or appointed by the AAA. If within fourteen (14) days of mediating their dispute, the parties have not resolved the dispute, they shall refer such dispute to arbitration pursuant to the procedures set forth in this Section IV. The mediation requirements of this Section IV shall not act to toll or otherwise extend any applicable statute of limitations. The Company and employee may, but are not required to, be represented by counsel of their choice in the arbitration proceeding at their own expenses.

**THE COMPANY AND EMPLOYEE AGREE AND UNDERSTAND THAT THEY ARE WAIVING VALUABLE RIGHTS SUCH AS THE RIGHT TO HAVE A TRIAL IN COURT AND TO ADJUDICATE CLAIMS ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. THE COMPANY AND EMPLOYEE AGREE TO ARBITRATE ALL DISPUTES ARISING OUT OF OR RELATED TO THE EMPLOYMENT RELATIONSHIP BETWEEN THEM SUBJECT TO ANY LIMITATIONS SET FORTH IN THIS SECTION IV.**

The arbitrator shall issue a reasoned award that: applies the facts to the law of the case; fully sets forth findings of facts and evidence presented; fully sets forth conclusions of law based upon the



parties' respective legal theories; indicates which legal theories were followed, which were not, and why; if damages are awarded, specifies the arbitrator's calculations of the types of damages awarded to each party not later than ninety (90) days following the close of the arbitration. Any appeal of or motion to vacate all or part of the arbitrator's award shall apply the same legal standard that would be used if the party moving to vacate or appeal the award were appealing a trial court judgment rendered following a bench trial sitting without a jury.

Any proceedings, discovery, evidence and /or award rendered during the arbitration shall remain confidential. This Section IV and its Acknowledgement of Employee Handbook Receipt and Agreement shall be construed under the laws of the state of Texas and the United States Code.

We're glad you've joined us, and we hope you'll find your work to be both challenging and rewarding.

*Again, welcome to Higher Power Electrical  
LLC*



## Higher Power Electrical LLC

### Employee Handbook

#### **EMPLOYEE HANDBOOK ACKNOWLEDGMENT, ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL**

I have received and read my personal copy of the Higher Power Electrical LLC's ("Company") Employee Handbook. Except for the policy of at-will employment, which can only be changed by a Company official authorized to execute an agreement in writing, the provisions contained in the Dispute Resolution, Arbitration and Mutual Waiver of Jury Trial section of this handbook and this Acknowledgement, I understand that the policies and procedures contained within this handbook are subject to revision or revocation, with or without my prior knowledge, at any time and for any reason deemed necessary by management. I further understand that I am personally responsible for remaining knowledgeable of the contents of this handbook and all other posted or publicized the Company policies and procedures. I will familiarize myself with the information in this handbook, will seek verification or clarification from my supervisor where necessary, and will comply with all policies and requirements.

I AGREE THAT ANY AND ALL DISPUTES ARISING OUT OF OR RELATED TO THE EMPLOYMENT RELATIONSHIP BETWEEN THE PARTIES (INCLUDING TERMINATION OF EMPLOYMENT) WILL BE RESOLVED BY MANDATORY, BINDING ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND USING THE AMERICAN ARBITRATION ASSOCIATION RULES FOR THE RESOLUTION OF EMPLOYMENT DISPUTES WITH THE EXCEPTION THAT THE ARBITRATOR SHALL NOT HAVE THE RIGHT OR AUTHORITY TO CONDUCT ANY ARBITRATION ON A CLASS, COLLECTIVE OR REPRESENTATIVE BASIS. ALL ARBITRATIONS COVERED BY THIS AGREEMENT SHALL BE CONDUCTED AS INDIVIDUAL CLAIMS AND EACH RESOLVED IN A SINGLE ARBITRATION BETWEEN THE EMPLOYEE AND COMPANY.

The Company and each employee that signs this acknowledgment, receives a copy of this handbook, or has knowledge of this policy and continues to work for the Company thereafter, hereby waives their right to trial by jury and agree to have any disputes arising between them resolved in a single arbitration in a nonclass or noncollective action proceeding.

I agree, as shown by my signature, to accept, endorse, and abide by all Company policies and procedures contained within this handbook and all other posted or publicized, written, or verbal Company policies and procedures.

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Employee's Printed Name \_\_\_\_\_